

Stephen M. Miller (admitted *pro hac vice*)  
Douglas N. Candeub  
MORRIS JAMES LLP  
500 Delaware Avenue, Suite 1500  
P.O. Box 2306  
Wilmington, DE 19899-2306  
Telephone: (302) 888-6800  
Facsimile: (302) 571-1750

Attorneys for Drake Pacer Penry Acquisition, LLC

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11</b>
	:
<b>SEARS HOLDINGS CORPORATION, <i>et al.</i>,</b>	: <b>Case No. 18-23538 (RDD)</b>
	:
<b>Debtors.<sup>1</sup></b>	: <b>(Jointly Administered)</b>
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**NOTICE BY DRAKE PACER PENRY ACQUISITION, LLC OF ASSIGNMENT OF  
LEASE FOR 300 PENRY ROAD, GREENSBORO, NC AND RELATED INTERESTS**

Drake Pacer Penry Acquisition, LLC (“DPPA”), by and through its undersigned counsel,  
hereby gives notice of the following:

1. In connection with that certain Purchase and Sale Agreement dated as of September 20, 2018 as amended and assigned and the General Assignment and Bill of Sale dated as of March 5, 2019, Greensboro Lease Management, L.L.C. through its Liquidating Trustee, John H. Newcomer,

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<sup>1</sup> The Debtors in these chapter 11 cases are: Sears Holdings Corporation; Kmart Holding Corporation; Kmart Operations LLC; Sears Operations LLC; Sears, Roebuck and Co.; ServiceLive Inc.; SHC Licensed Business LLC; A&E Factory Service, LLC; A&E Home Delivery, LLC; A&E Lawn & Garden, LLC; A&E Signature Service, LLC; FBA Holdings Inc.; Innovel Solutions, Inc.; Kmart Corporation; MaxServ, Inc.; Private Brands, Ltd.; Sears Development Co.; Sears Holdings Management Corporation; Sears Home & Business Franchises, Inc.; Sears Home Improvement Products, Inc.; Sears Insurance Services, L.L.C.; Sears Procurement Services, Inc.; Sears Protection Company; Sears Protection Company (PR) Inc.; Sears Roebuck Acceptance Corp.; Sears, Roebuck de Puerto Rico, Inc.; SYW Relay LLC; Wally Labs LLC; SHC Promotions LLC; Big Beaver of Florida Development, LLC; California Builder Appliances, Inc; Florida Builder Appliances, Inc.; KBL Holding Inc.; KLC, Inc.; Kmart of Michigan, Inc.; Kmart of Washington LLC; Kmart Stores of Illinois LLC; Kmart Stores of Texas LLC; MyGofer LLC; Sears Brands Business Unit Corporation; Sears Holdings Publishing Company, LLC.; Sears Protection Company (Florida), L.L.C.; SHC Desert Springs, LLC; SOE, Inc.; StarWest, LLC; STI Merchandising, Inc.; Troy Coolidge No. 13, LLC; BlueLight.com, Inc.; Sears Brands, L.L.C.; Sears Buying Services, Inc.; Kmart.com LLC; and Sears Brands Management Corporation.

Jr.<sup>2</sup> (“Greensboro”), as Seller, assigned, transferred set over and conveyed to DPPA, as Buyer, all of Greensboro’s right, title and interest in, to and under the Lease Agreement dated as of March 25, 1997 between Greensboro as landlord and Kmart Corporation (“Kmart”) as tenant, for the lease of the real property described therein (the “Premises”), having an address at 300 Penry Road, Greensboro, North Carolina, together with all related rights, permits and personal property owned by Greensboro and appurtenant to or used in connection with the Premises (the “Lease”).

2. The Premises, which consist of a warehouse are identified in the Lease as Kmart lease #8288. Subsequently, the Debtors’ designation of the Premises changed and became “Store # 30961.”

3. Store # 30961 is among the leases that were designated by the Debtors on their *Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Global Sale Transaction* (Docket No. 1774) (the “Cure Notice”).

4. In response to the Cure Notice, Greensboro timely filed, on January 31, 2019, a *Limited Objection and Reservation of Rights of Greensboro Lease Management, L.L.C. to the Debtors’ Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and to the Global Sale Transaction* (Docket No. 2232) (the “Cure and Adequate Assurance Objection”).

5. On February 8, 2019, the Court entered the *Order (I) Approving the Asset Purchase Agreement Among Sellers and Buyer, (II) Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts, and Leases in Connection Therewith and (IV) Granting Related Relief* (Docket No. 2507).

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<sup>2</sup> John H. Newcomer, Jr., Esq., solely in his capacity as Liquidating Trustee under the Amended and Supplemented Order Appointing Liquidating Trustee dated August 29, 2017 in the *Matter of Arbitration between Holtzman Family Partnership and Net Lease Management Partners, L.L.C., et al.*, AAA, Case No. 01-14-0001-6795 SL.

6. In connection with the sale of the Premises and the assignment of the Lease by Greensboro to DPAA, all rights under the Cure and Adequate Assurance Objection are now the rights and property of DPAA.

7. Accordingly, any and all notices pertaining to Store # 30961, the Lease, the Cure Notice, the Cure and Adequate Assurance Objection, or any determination by the Debtors to assume, assume and assign or reject the Lease, should be directed to DPAA through its undersigned counsel.

Dated: April 5, 2019

**MORRIS JAMES LLP**

By: /s/ Stephen M. Miller  
Stephen M. Miller (DE Bar No. 2610)  
(*Admitted Pro Hac Vice*)  
Douglas N. Candeub (DE Bar No. 4211)  
500 Delaware Ave., Suite 1500  
Wilmington, DE 19801  
Telephone: (302) 888-6800  
Facsimile: (302) 571-1750  
Email: smiller@morrisjames.com  
Email: dcandeub@morrisjames.com

*Attorneys for Drake Pacer Penry Acquisition, LLC*